

December __, 2019

IMPORTANT NOTICE TO POTENTIAL CLASS MEMBERS

AUTHORIZED BY JUDGE PAMELA A. BARKER OF THE U.S. DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION

TO: All former and current non-exempt manufacturing employees of J.R. Engineering, Inc. in Barberton, Ohio and Norton, Ohio between October 31, 2016 and the present who performed unpaid pre-shift and/or post-shift work.

RE: Your right to join a collective action seeking to recover unpaid overtime compensation.

1. PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of the existence of a collective action lawsuit in which you may join as a plaintiff; to advise you of how your rights may be affected by this lawsuit; and to instruct you on the procedure for joining in this lawsuit should you choose to do so.

2. DESCRIPTION OF THE ACTION

On January 15, 2019, this collective action was filed against Defendant J.R. Engineering, Inc. ("J.R.") in the U.S. District Court for the Northern District of Ohio, Case No. 5:19-cv-00110. The action was filed on behalf of named Plaintiff James Roberts, Jr. and all other similarly-situated individuals.

Plaintiff James Roberts, Jr. was a staffing agency employee who worked as a non-exempt manufacturing employee. Plaintiff alleges that J.R. Engineering violated the FLSA by failing to pay non-exempt manufacturing employees for work that they performed before and/or after their scheduled shift start and stop times, as a result of which they were not properly paid overtime pay for hours worked in excess of 40 during a workweek, including, but not limited to: (a) changing into and out of their personal protective equipment; (b) getting tools and/or equipment necessary to perform their manufacturing work; (c) walking to their assigned area of the manufacturing floor; and/or (d) performing their manufacturing work.

Plaintiff alleges that he and all other similarly-situated individuals are entitled to recover from J.R.: (a) unpaid overtime compensation; (b) liquidated damages; (c) attorneys' fees; and (d) costs under the FLSA. J.R. has denied these claims and believes it has properly paid employees.

The Court has not yet decided whether Plaintiff or J.R. is correct. The right to recover these wages for any Plaintiff has not been established and is not guaranteed or certain.

3. YOUR RIGHT TO PARTICIPATE IN THIS ACTION

Plaintiff seeks to sue not only for himself, but also for other persons with whom he is similarly situated. Plaintiff alleges that those individuals are former and current non-exempt manufacturing employees of J.R. Engineering, Inc. in Barberton, Ohio and Norton, Ohio between October 31, 2016 and the present, who performed unpaid pre-shift and/or post-shift work. If you fit this definition, you may have the right to participate in this action. If you signed a mandatory arbitration agreement, you may not be permitted to participate in this action.

4. HOW TO PARTICIPATE IN THIS ACTION

To join this collective action, you must sign and return the enclosed "Consent Form." You can return the Consent Form by: (a) signing it electronically (eSigning) via PDF; (b) mailing it to Plaintiff's counsel in the self-addressed and postage-prepaid envelope included with this Notice; (c) faxing the form to Plaintiff's counsel at 216-696-7005; (d) scanning the form and emailing it to Plaintiff's counsel at consent@lazzarolawfirm.com.

The signed Consent Form must be postmarked, faxed, or emailed by [45 days from mailing of the notice]. It is important that you return the Consent Form as soon as possible because the time period for which you can seek payment for your unpaid wages will depend on when this form is filed with the Court. If you lose or misplace the enclosed Consent Form, or if you have any questions about filling out or returning the Consent Form, you may contact Plaintiff's counsel listed in paragraph 8 of this Notice.

5. NO RETALIATION PERMITTED

The law prohibits J.R. or any of its agents or employees to discharge you, or in any manner harass, discriminate or retaliate against you for taking part in this collective action.

6. EFFECT OF JOINING THIS ACTION

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If you join this collective action, you will be bound by any judgment that is rendered, whether favorable or unfavorable, and share in any recovery. You will also be bound by, and share in, any settlement that may be reached on behalf of the class.

If you join this collective action, you may be required to answer written questions, produce documents, and testify under oath at, or before, trial. If you file a Consent form, your continued participation in this lawsuit may depend upon a later decision by the District Court that you and other Plaintiffs are actually “similarly situated” in accordance with federal law, and it is appropriate for the lawsuit to proceed as a collective action. By joining this action, you designate the named Representative Plaintiff as your agent to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff’s counsel concerning fees and costs, the entering into a settlement agreement with J.R., and all other matters pertaining to this action.

The named Plaintiff in this matter has entered into a contingency fee agreement with Plaintiff’s counsel, which means that if there is no recovery, the attorneys’ fees and costs of Plaintiff’s counsel will not be chargeable to you. However, if J.R. prevails in this action, you may be liable for paying for J.R.’s attorneys’ fees and costs. If there is a recovery of wages, liquidated damages, and/or attorneys’ fees and costs, Plaintiff’s counsel will be paid whatever attorneys’ fees and costs the Court orders or approves as fair and reasonable. The fees and costs will either be subtracted from the total recovery obtained from J.R. in the amount of thirty-three and one-third percent (33-1/3%) of your total recovery, plus costs expended by Plaintiff’s counsel on your behalf, or they may be paid separately by J.R. If there is no recovery, Plaintiff’s counsel will not be paid for their work on this case.

7. NO LEGAL EFFECT OF NOT JOINING THIS ACTION

If you choose not to join this action, you will not be bound by any judgment or settlement, whether favorable or unfavorable, and you will not share in any recovery. You will be free to file your own lawsuit; however, the pendency of this action will not stop the running of the statute of limitations as to any claims you may have until you file your own lawsuit.

8. YOUR LEGAL REPRESENTATION IF YOU JOIN

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Chastity L. Christy
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9. J.R. ENGINEERING, INC. IS REPRESENTED BY

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10. FURTHER INFORMATION

Further information about this Notice or the action may be obtained from Plaintiff’s counsel at 216-696-5000. The call is free and confidential.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO. THE FEDERAL DISTRICT COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF’S CLAIM OR OF DEFENDANT’S DEFENSES. NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS AN ADMISSION OF WRONGDOING BY J.R. ENGINEERING.

